

**EXHIBIT C**



### RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, the parties, ANTONIO & RITA GIACCONE and CANOPIUS INSURANCE US INC. formerly known as OMEGA US INSURANCE INC, understand and agree that this is a settlement of a disputed claim, they intend to resolve this controversy, avoid litigation, and buy their peace with respect to each other and, by entering this Agreement, make no admission of liability.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including a final payment by CANOPIUS INSURANCE US INC. formerly known as OMEGA US INSURANCE INC to ANTONIO & RITA GIACCONE in the amount of Three Hundred and Fifty thousand and 00/100 Dollars (\$350,000.00), and the previously advanced amount of \$108,446.11 for a total amount of Four Hundred and Fifty Eight Thousand Four Hundred Forth Six Dollars and 11/100 (\$458,446.11) the undersigned, ANTONIO & RITA GIACCONE hereby agrees for ANTONIO & RITA GIACCONE, their lienholders, mortgagees, lessors, creditors, executors, administrators, successors, trustees, agents, receivers, attorneys, public adjusters, beneficiaries, predecessors, relatives, heirs, and assigns (collectively, "GIACCONE") to remise, release, acquit, and forever discharge CANOPIUS INSURANCE US INC. formerly known as OMEGA US INSURANCE INC and all of their representatives, related business organizations, agents, adjusters, servants, successors, heirs, executors, administrators and attorneys, including but not limited to Jimcor Agencies and Raphael & Associates, (collectively, "CANOPIUS") of and from any and all claims, actions, causes of action, demands, rights, damages, costs, losses of services, expenses, interest, compensation, and obligations towards GIACCONE, whatsoever (whether contractual, quasi-contractual, extra-contractual or otherwise), which GIACCONE now has or which hereafter accrue on account of, or in any way

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growing out of damages (whether direct, consequential or punitive), interest, costs and fees resulting or to result from or in any way relating to the claim and/or loss and/or damage sustained to the property located at 118-124 South Main Street Pleasantville New Jersey 08232 as a result of wind and water damages that occurred on or about October 29, 2012 (the "Subject Loss"), GIACCONE insurance claim for the Subject Loss, and/or relating to any past or present relationship or communications with CANOPIUS, concerning the insurance claim for the Subject Loss, including but not limited to the investigation and claims handling undertaken (or claims/coverage decision made) by CANOPIUS and their representatives.

For the consideration stated herein, GIACCONE covenants not to sue CANOPIUS, for any contractual, statutory or common law cause of action, including but not limited to any action for "bad faith," relating in any way to the above-referenced Subject Loss, the insurance claim for the Subject Loss, or CANOPIUS's handling, investigation and adjustment of the claim for the Subject Loss. As part of this agreement, it is expressly understood and agreed that each party shall bear and pay all of its own costs and fees, including any attorney's fees.

GIACCONE releases and gives up any and all claims and rights which GIACCONE may have against CANOPIUS. This releases all claims, including those of which GIACCONE is not aware and those not mentioned in this AGREEMENT, including all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against CANOPIUS, GIACCONE and GIACCONE'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this

AGREEMENT. GIACCONE specifically releases the following claims: Any and all claims that were made or could have been made under or against an insurance policy issued by CANOPTUS INSURANCE US INC. formerly known as OMEGA US INSURANCE INC, bearing Policy Number OUS016008388. It is specifically agreed that there are no remaining claims of any kind which GIACCONE has under Policy Number OUS016008388.

GIACCONE hereby declares and represents that they relied wholly upon the judgment, belief and knowledge of GIACCONE's agents regarding the nature, extent, effect and duration of all damages sustained by GIACCONE and the liability of CANOPTUS for such damages and that this Release and Settlement Agreement is entered into without any reliance upon any statement or representation of CANOPTUS or their representatives not contained herein. GIACCONE specifically declares and represents that no promise, inducement or agreement not herein expressed has been made to GIACCONE and that the terms of this agreement are contractual and not mere recitals.

The prevailing party in any action to enforce this Release and Settlement Agreement shall be entitled (both at trial and upon appeal) to attorney's fees, interest, costs and expenses of litigation. Although none are contemplated, any action regarding this Release and Settlement Agreement shall be brought in Bergen County, New Jersey.

(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.)

THE UNDERSIGNED, ANTONIO AND RITA GIACCONE, HAVE READ THIS  
RELEASE AND SETTLEMENT AGREEMENT, FULLY UNDERSTANDS THE  
CONTENTS OF THIS DOCUMENT, AND SWEAR UNDER OATH TO THE  
REPRESENTATIONS MADE ABOVE.

Signed, sealed and delivered this 27<sup>th</sup> day of November, 2013.

By: 

ANTONIO GIACCONE

By: 

RITA GIACCONE

ACKNOWLEDGMENT

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of November,  
2013, by Antonio Giaccone and Rita Giaccone (☒) who is personally  
known to me or (☒) who has produced Driver License (type of identification) as identification  
and who has taken an oath.

SWORN TO AND SUBSCRIBED before me aforesaid this 27 day of  
November, 2013.

  
NOTARY PUBLIC



(Stamp)

KAROLYN ALEXANDER  
Notary Public  
State of New Jersey  
My Commission Expires Aug. 30, 2017  
I.D.# 2424694